

WASHINGTON, D. C. 20037-1420

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663-6093

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7723 FILED 1025

DEC 11 1989 -3 20 PM

INTERSTATE COMMERCE COMMISSION

TELEX 8813918 WCP LDN

9-345A026

December 11, 1989

Dear Ms. McGee:

On behalf of First Pennsylvania Bank, N.A., I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder two (2) sets of documents, namely: (i) two executed counterparts of a secondary document, not previously recorded, entitled Full Release, Discharge and Satisfaction of Conditional Sale Agreement and Termination of the Assignment Thereof ("CSA Release"), dated as of October 2, 1989, and (ii) two executed counterparts of a secondary document, not previously recorded, entitled Termination of Assignment of Lease, dated as of October 2, 1989.

The parties to both the enclosed CSA Release and the enclosed Termination of Assignment of Lease are:

First Pennsylvania Bank, N.A., - A Releasing Party
Trustee for The Philadelphia National Bank
Philadelphia, Pennsylvania 19101

First Pennsylvania Bank, N.A., - A Releasing Party
Trustee for First Fidelity Bank, N.A., N.J.
Philadelphia, Pennsylvania 19101

Mellon Bank (East), N.A. - A Releasing Party
Mellon Bank Center
Philadelphia, Pennsylvania 19102

The said CSA Release acts to release all interest of the parties in, to and under that certain Conditional Sale Agreement and related Agreement and Assignment, both dated as of November 15, 1974 and both recorded with the Interstate Commerce Commission ("ICC") on November 21, 1974 under Recordation Nos. 7723 and 7723-A respectively, and to fully release and discharge all collateral described therein. The said CSA Release should be recorded under the next available letter designation under Recordation No. 7723 which will be 7723-D.

The aforesaid Termination of Assignment of Lease acts to release all interest of the parties in, to and under that certain Lease Assignment dated as of November 15, 1974, recorded with the

ICC on November 21, 1974 under Recordation No. 7723-C, and to fully release and discharge all collateral described therein. The said Termination of Assignment of Lease should be recorded under the next available letter designation under Recordation No. 7723 which will be 7723-E.

It will be noted that the recording of the two above-mentioned documents yet leaves the Lease of Railroad Equipment of November 15, 1974, recorded under Recordation No. 7723-B, in full force and effect.

To help in entering in the ICC Index the two documents being filed herewith, note that the primary documents to which these relate, are indexed on the Vendee/Lessee side (white pages) under Andrew L. Lewis, Jr., and on the Vendor/Lessor side (yellow pages) under General Motors Corporation (Electro-Motive Division).

A short summary of the CSA Release to appear in the ICC Index is as follows:

"Full Release of CSA and related Assignment."

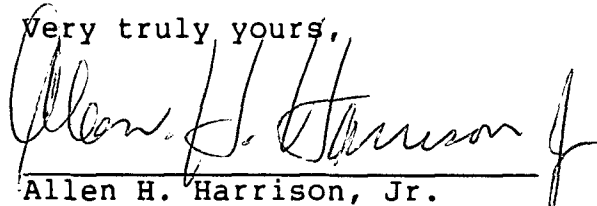
A short summary of the Termination of Assignment of Lease to appear in the ICC Index is as follows:

"Termination of Lease Assignment."

Enclosed is a check in the amount of thirty dollars (\$30.00) in payment of the filing fees.

Once the filings have been made, please return to bearer one stamped counterpart of each of the two documents, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this transmittal letter.

Very truly yours,



Allen H. Harrison, Jr.
Attorney for the purpose of
this filing for First
Pennsylvania Bank, N.A.

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

12/11/89

OFFICE OF THE SECRETARY

Allen H. Harrison Jr.
Wilmer, Cutler & Pickering
2445 M. St. N.W.
Washington, D.C. 20037-1420

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/89 at 3:30pm, and assigned recordation number(s). 7723-D & 7723-E

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

**FULL RELEASE, DISCHARGE AND SATISFACTION OF CONDITIONAL SALE
AGREEMENT AND TERMINATION OF THE ASSIGNMENT THEREOF**

RECORDATION NO 7723-3
FILED 1989

DEC 11 1989 -3 30 PM

INTERSTATE COMMERCE COMMISSION

This AGREEMENT is dated as of the 2nd day of October, 1989, by and between First Pennsylvania Bank, N.A., trustee under a Trust Agreement with The Philadelphia National Bank and trustee under a Trust Agreement with First Fidelity Bank, N.A., N.J. (such trustee hereinafter referred to collectively as the "Vendee") and Mellon Bank (East), N.A. (formerly Girard Trust Bank) (hereinafter referred to as the "Assignee").

WHEREAS, the Vendee entered into a conditional sale agreement with General Motors Corporation for the purchase of thirty (30) locomotives (the "Equipment"), dated as of November 15, 1974, ICC Recordation Number 7723 (the "Conditional Sale Agreement"); and

WHEREAS, General Motors Corporation (the "Builder") assigned all of its interest in the Conditional Sale Agreement to the Assignee pursuant to an Agreement and Assignment dated as of November 15, 1974, ICC Recordation Number 7723-A (the "Assignment"); and

WHEREAS, pursuant to Section 2 of the Assignment, the Builder assigned to the Assignee (i) all of the Security Title (as defined in the Conditional Sale Agreement) in and to each unit of the Equipment, and (ii) all of its right, title and interest in and to the Conditional Sale Agreement; and

WHEREAS, Article 5 of the Conditional Sale Agreement provides that when the Builder (and therefore, pursuant to the

Assignment, the Assignee) shall have been paid in full the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) and all other sums payable under the Conditional Sale Agreement in respect of the Equipment, and all of the Vendee's obligations contained in the Conditional Sale Agreement shall have been performed, then upon the occurrence of such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Vendee without further transfer or action on the part of the Builder or, as a result of the Assignment, the Assignee; and

WHEREAS, such Conditional Sale Indebtedness and all other sums payable under the Conditional Sale Agreement have been paid in full and all of the Vendee's obligations contained in the Conditional Sale Agreement have been fulfilled.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby acknowledge that:

1. All of the Conditional Sale Indebtedness and all other sums payable under the Conditional Sale Agreement have been paid and discharged in accordance with the terms thereof, and all other obligations contained therein have been performed.

2. All right, title and interest in the Equipment assigned to the Assignor by the Builder have therefore reverted to the Vendee, and the Conditional Sale Agreement is hereby declared fully and completely satisfied and discharged

effective as of October 2, 1989 and the Conditional Sale Agreement and the Assignment are hereby declared to be terminated effective as of October 2, 1989.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their corporate names by duly authorized officials, and their corporate seals to be hereunto affixed, all as of the date first above written.

Attest:


[Seal]


FIRST PENNSYLVANIA BANK, N.A.,
trustee for The Philadelphia
National Bank

By: 

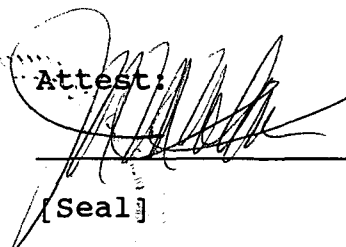
Attest:


[Seal]

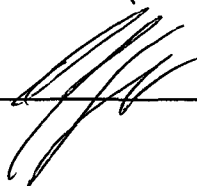
FIRST PENNSYLVANIA BANK, N.A.,
trustee for First Fidelity
Bank, N.A., N.J.

By: 

Attest:


[Seal]

MELLON BANK (EAST), N.A.

By: 

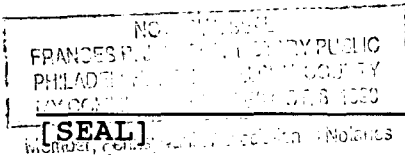
ACKNOWLEDGMENT

STATE OF PENNSYLVANIA :
 :
COUNTY OF PHILADELPHIA : SS.

On this 28th day of November, 1989, before me personally appeared, RICHARD HOJNOWSKI, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of First Pennsylvania Bank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Frances B. Jackson
Signature of Notary Public

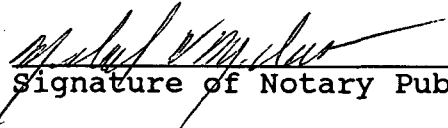
My Commission Expires



ACKNOWLEDGMENT

STATE OF ~~PENNSYLVANIA~~ :
COUNTY OF ~~ALLEGHENY~~ : SS.
:

On this 30th day of OCTOBER, 1989, before
me personally appeared, D. J. ZUPAN, to me personally
known, who being by me duly sworn, says that (s)he is the
VICE PRESIDENT
_____ of Mellon Bank (East), N.A., that the seal
affixed to the foregoing instrument is the corporate seal of
said corporation, that the instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and (s)he acknowledges that the execution of the
foregoing instrument was the free act and deed of said
corporation.



Signature of Notary Public

My Commission Expires

Notarial Seal
Michael V. Milano, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 27, 1993

[SEAL] Member, Pennsylvania Association of Notaries